



Photographic Solutions

your photography choice...

Booking Form (Contract)

* Required information

Bride's Name *

Bride's Tel. *

Groom's Name *

Groom's Tel. *

E-Mail Address

Residential Address *

Postal Address *

Venue *

Wedding Date *

Wedding Starting Time *

Photo Package Required *

Additional
Information

Tell us about
you and your
partner.
(Likes, hobbies,
etc)

I have read, understand and agree to the Terms & Conditions on next page *

Signature

Date



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TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following conditions of contract "the photographers" shall mean Kobus and Corné Dreyer or, subject to condition 6b) below, any photographer(s) appointed by Photographic Solutions. "The Clients" shall be those whose names appear on the booking form (contract). If the clients arrange for a third party to meet the costs of this contract the contract remains with the clients. The due performance of the contract is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by the photographers in writing.

1. Copyright: The Copyright and Design Act 195 of 1993 assigns the copyright of the images to the photographers. It is contrary to the Act, and therefore illegal, to copy these images, or allow them to be copied, by any means photographic, by computer, internet or otherwise, by any person or machine other than by the photographers or their appointed agents, unless a royalty-free licence has been granted.

2. Display: The Clients hereby allow the photographers to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the clients. Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it may not always be possible to prevent determined persons from accessing these galleries.

3. Licence and Coverage:

a) The photographers shall be granted artistic licence in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Clients' requirements, the photographers' judgment regarding the location, poses and number of photographs taken shall be deemed correct.

b) For bookings involving a church ceremony or at certain other venues, photographers' movements are sometimes restricted by the minister or official in charge: Photographing of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting. The photographers cannot accept responsibility for limited coverage in such cases.

c) Whilst the photographers shall endeavour to fulfil all the Clients' requirements, they cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

d) Any alterations made to the booking by the Clients once details have been confirmed may only be made at the discretion of the photographers. If unable to accommodate alternative arrangements (such as the change of ceremony date or venue) the photographers are not liable to compensate the client(s) in any way whatsoever.

4. Image Reproduction:

a) Owing to photochromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the photographers will endeavour to achieve a pleasing overall colour balance based on natural flesh tones.

b) It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable.

c) Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.

d) Where images are made available for use with a personal computer the default operating system shall be Windows 7 Enterprise edition. Products may not function on other operating systems.

e) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players, particularly older models.

f) We use only quality branded CDs and DVDs, ensuring each is checked before dispatch, but it remains the responsibility of the clients to check discs for in-transit damage. The photographers cannot be held responsible for damage to equipment resulting from defective media.

g) All print and presentation sizes quoted are approximate and subject to the discretion of the photographers.

5. Payment and Prices:

a) A non-refundable booking fee of 50% of package is required to secure the photographers' services for the day, with the relevant balance due on delivery of package content.

b) Digital files will be archived after 2 years; a search fee may then be charged for reproduction in addition to prices currently in force.

c) All reorders shall be treated as an extension of this contract. Reprint prices are subject to change without notice and a search fee may be charged for orders placed after a 2 year period.

d) Return journeys in excess of 30km's may attract a charge as specified in quotation per kilometer. Overnight accommodation may be required at an additional cost.

6. Cancellation:

a) In the highly unlikely event of cancellation by both photographers, or unavoidable total photographic failure, the photographers' liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable but the photographers will not be responsible for any further costs.

b) The photographers will endeavour to appoint other photographers in the unlikely event that they are both unable to attend a booking. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

c) If the Clients should have to cancel a booking the following cancellation fees will become due immediately:

I. The Clients are entitled to a full refund of the 50% booking fee if they withdraw within 14 days of booking.

II. The booking fee of 50% will be forfeited on cancellations made after 14 days. Cancellations made within one month of the wedding incur the full cost of the basic photographic service booked, including optional additional attendance.

III. In the event of postponement, then at the discretion of Photographic Solutions, and subject to availability, monies other than the booking fee may be applied to the new wedding.

IV. It is essential to inform the photographers as soon as possible of any changes of venue, times, or contact details etc.

Signature

Date

**Please complete and fax completed form to us at 086 648 2163
or E-Mail: photographicsolutions@mweb.co.za**